fendant may be taken into account, in determining remuneration. *Held,* state may not select certain goods, and compel railroad to carry without remuneration, even though revenue from intrastate business as a whole gives a profit. *Vandalia Railroad Co.* v. *Schnull,* (Feb., 1921), U. S. Supreme Court.

This decision clinches the doctrine laid down in *N. Pac. Ry. Co.* v. *North Dakota,* 236 U. S. 585, 13 MICH. LAW REV. 676. The basis of that decision was that the State may not segregate one class of goods, and compel a railroad to carry it without substantial compensation, for this might compel carrying some other class of goods at a double profit. A railroad may be compelled to operate a branch passenger line at an actual loss, if its whole state passenger service gives remuneration; *Mo. Pac. Ry. Co.* v. *Kansas,* 216 U. S. 262. But it is now settled that in deciding whether passenger rates are confiscatory, the passenger service must be considered by itself, and not in connection with freight; *Norfolk & W. Ry. Co.* v. *Conley,* 236 U. S. 605; *Pa. Rd. Co.* v. *Philadelphia County,* 220 Pa. St. 100; see *Groesbeck* v. *Duluth, S. S. & A. Ry. Co.,* 250 U. S. 607. In regard to freight, it is not essential that the railroad earn the same percentage of profit on all classes of service. See *N. Pac. Ry. Co.* v. *North Dakota, supra.* The Supreme Court seems to have been feeling its way to the position taken in the *North Dakota* case, and the principal case. In *Minneapolis & St. Louis R. Co.* v. *Minn.,* 186 U. S. 257, it was suggested that each case must be determined on its own merits, although the contention of the railroad, that if the rate on the particular commodity were to be applied to all other classes of commodities, the road could not pay operating expenses, was answered by saying that the Commission need not reduce all rates; but may reduce one, if considered too high. The difficulty of determining the cost of transporting a given commodity was brought out in *N. Pac. R. Co.* v. *North Dakota,* 216 U. S. 579, and it was held that where there are too many elements of uncertainty in determining it, the constitutional question is not presented. See *Atl. Coast Line Rd. Co.* v. *Florida,* 203 U. S. 256. If the determination of the cost of carrying a single class of commodities were clearcut and exact, there could be no quarrel with the principal case, as that would be a business-like method. But it may well be that temporarily, the public interest is best served by permitting certain commodities to be carried at a large profit, while compelling others to be carried without remuneration. Differences in rates and percentage of profit are undoubtedly unavoidable; they should not be disproportionate. Hence, it seems difficult to fix a rate without relation to other rates, and to the whole schedule of rates. *Southern Ry. Co.* v. *Atlanta Works,* 128 Ga. 207. But with improvement in accounting, the principal case would be correct. Perhaps it is in advance of the time. Cf. *Brooks-Scanlon Co.* v. *Rd. Commission,* 251 U. S. 296. And it would seem that it is not the railroad, which makes a profit from its intrastate business as a whole, but rather the shipper of other commodities, on which the rate must be disproportionately high, who has the right to complain.

CHAMPERTY AND MAINTENANCE—CONTRACT PROHIBITING DISMISSAL OF ACTION WITHOUT ATTORNEY'S CONSENT.—An attorney made a contract with

his client providing that the case should not be settled or compromised without his consent, and that if the settlement should be made contrary to this agreement, he should be entitled to damages of $1,000. The client settled and dismissed for nothing. In a suit for the $1,000 damages, *held*, that the contract was void and unenforceable. *Hall* v. *Orloff*, (Cal. App., 1920), 194 Pac. 296.

Such a clause in contracts between attorney and client for a contingent fee has frequently been held void. *North Chicago Ry. Co.* v. *Ackley*, (1898), 171 Ill. 100. *Re Snyder*, (1907), 190 N. Y. 66. Other cases may be found in 14 L. R. A. (N. S.) 1101. However other courts have held that such a provision is a proper stipulation as a measure of protection to the attorney's interest. *Re Fernbacker*, (1886), 18 Abb. N. C. 1 (N. Y.). The rule in *Lipscomb* v. *Adams*, (1906), 193 Mo. 530, that such a clause might or might not contravene public policy depending upon the good faith of the conduct and dealings of the parties under it, is an anomaly. In construing contracts with provisions of this nature it is generally held that the provision as to settlement is an integral part of an entire agreement and if it is void the whole contract falls. *Davis* v. *Webber*, (1899), 66 Ark. 190. This is the view adopted in the case in question, and is probably the better view, as the attorney can still recover in general assumpsit for the reasonable value of his services, as pointed out in the principal case. The decision as a whole is in accordance with the modern idea of encouraging conciliation, for such a stipulation tends to prevent this and stands in the way of amicable adjustment of controversies. The distinction sought to be drawn between the principal case and the prior California case of *Hoffman* v. *Vallejo*, (1873), 45 Cal. 564, does not seem to be wholly satisfactory, and there might be some question whether the Appellate Court, being bound by this prior decision of the Supreme Court, should not have decided the case the other way.

CONSTITUTIONAL LAW—DEFINING OF TREASON IN FEDERAL CONSTITUTION DOES NOT LIMIT POWER OF STATE TO DEAL WITH "CRIMINAL SYNDICALISM."—Defendant was convicted for violation of a state statute making the advocacy of crime as a means of changing the social order, or the organizing of or belonging to, an organization advocating crime for such purpose, a felony; and appealed on the ground that the statute was unconstitutional because it amounted to an attempt to punish constructive treason. *Held*, the defining of treason in the Federal Constitution does not limit the power of the state to pass such a statute. *State* v. *Hennessy*, (Wash., 1921), 195 Pac. 211.

Counsel for the defendant in the principal case would seem to have grasped at a last straw. Their argument on the point covers a wide range, and the clauses in the Federal Constitution forbidding the abridgement of free speech, and the abridgement of privileges and immunities of citizens of the United States are brought into it, for some reason, in addition to the provision defining treason. Undoubtedly the state statute is broader than the constitutional provision that treason against the United States shall consist only in levying war against them or aiding their enemies, for an overt act is required and there is no constructive treason. *In re Charge to Grand Jury*,